

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

GARY WEINBERG, et al.,

Plaintiffs,

v.

**NATIONWIDE CASUALTY AND
INSURANCE COMPANY**

Defendant.

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CIVIL ACTION

NO. 11-5680

ORDER

AND NOW, this ____ day of June, 2013, upon consideration of Defendant's Motion for Summary Judgment (Doc. 13), and all responses thereto, **IT IS HEREBY ORDERED** that Defendant's motion is **GRANTED IN PART** and **DENIED IN PART** as follows:

1. to the extent Plaintiffs' breach of contract claim includes Defendant's denial of coverage for exterior damages, Defendant's motion is granted;
2. to the extent Plaintiffs' breach of contract claim includes Defendant's denial of coverage for repairs made to the covered interior property, Defendant's motion is denied; and
3. with respect to Plaintiffs' bad faith claim, Defendant's motion is granted.

IT IS FURTHER ORDERED that a teleconference shall be held on **Wednesday, June 19, 2013 at 3:00 p.m.** to discuss Nationwide's obligation to Plaintiffs for costs incurred for repairs made to the covered interior property. Plaintiffs' counsel shall initiate the teleconference by calling

chambers once all parties are on the line.

BY THE COURT:

/s/ Petrese B. Tucker

Hon. Petrese B. Tucker, C.J.